NECCare™

NEC

NECCare Gold Warranty Program for the Express5800/A1080A Enterprise Server

Proprietary Notice and Liability Disclaimer

The information disclosed in this document, including all designs and related materials, is the valuable property of NEC Corporation of America, ("NECAM") and/or its licensors. NEC Corporation of America and/or its licensors, as appropriate, reserve all patent, copyright and other proprietary rights to this document, including all design, manufacturing, reproduction, use, and sales rights thereto, except to the extent said rights are expressly granted to others.

The NEC Corporation of America product(s) discussed in this document is warranted in accordance with the terms of the Limited Warranty Statement accompanying each product. However, actual performance of each product is dependent upon factors such as system configuration, Customer data, and operator control. Since implementation by Customers of each product may vary, the suitability of specific product configurations and applications must be determined by the Customer and is not warranted by NEC Corporation of America

To allow for design and specification improvements, the information in this document is subject to change at any time, without notice. Reproduction of this document or portions thereof without prior written approval of NEC Corporation of America is prohibited.

Trademarks

NECCare is a trademark of NEC Corporation of America
NEC is a registered trademark of NEC Corporation and is used under license.

PN: 460-00018-000 April © 2010

Copyright 2010
NEC Corporation of America
10850 Gold Center Drive
Rancho Cordova, CA 95670
All Rights Reserved

Contents

NECCare Gold Warranty Program for the Express5800/A1080A....1
Enterprise Server....1
Introduction....2
Program Highlights....2
Supplemental Professional Services....3
Registered Limited Warranty....4
Who is Protected?....4
What is Covered and what is Not Covered?....5
What NEC Corporation of America Will Pay for and what NEC Corporation of America Will Not Pay for....6
How You Can Get Warranty Service....6
Limitation of Damages and Implied Warranties....7

Introduction

NEC Corporation of America, "NECAM", offers a breadth of service options for its hardware and software solutions, including NECCare Warranty programs. This document will focus on NECAM's NECCare Gold Warranty Program for the Express5800/A1080A Enterprise Server.

Program Highlights

NEC Corporation of America's Gold NECCare Maintenance and Service Warranty Program offers you the following benefits:

- 3 Years of Gold Warranty coverage
- Toll-free hardware technical support, 7 days a week, 8am-5pm (Local time) in the continental US and Canada.
- 24x7 Email Alert Generation
    - NEC Service Management software is enabled and configured to monitor fatal and recoverable hardware errors resulting in Email notifications to the systems administrator and NECAM Technical support.
- Next Day On-site Repair Support
    - A Certified Service Technician will be on-site on the Next Day for repair support once a service call is deemed necessary following trouble-shooting efforts between the Customer and NECAM
    - Replacement parts will also arrive on the Next Day after problem diagnosis. Customer must be able to sign and receive parts as requested by NEC to meet Next Day support. [1].
- Training
    - NEC will train/certify 2 local CSR's to provide onsite repair prior to installation/product acceptance
    - CSR certification will be evaluated twice a year

[1] NECAM will use commercially reasonable best efforts to provide Next Day On-site service provided calls for support are received by 3:00pm, PST. NECAM is not responsible for service calls missed outside the control of NECAM. . Service levels are response time objectives and are NOT Guarantees. If your location is outside of a NECAM authorized service coverage area, the response time may be longer and/or an additional travel charge may be assessed. In some cases, on-site service may not be available. All service response times are contingent upon parts availability. **Customer must be able to sign and receive parts as requested by NEC to meet Next Day Service (including Sunday delivery.)**

Supplemental Professional Services

NECCare Services are designed to reduce risks and protect your IT investment with the NEC Express5800/A1080A Enterprise Server through warranty and maintenance, implementation/installation and relocation services.

- **INSTALLATION SERVICE**

  NEC installation services are required when implementing an NEC Express5800/A1080A Enterprise Server. Installation services are fee-based and will be conducted by an NEC Engineer and or a Certified NEC Service Provider.

  - Requires preplanning for installation by NECAM and the Customer. An Installation Site Preparation Guide will be delivered and agreed upon between the Customer and NECAM prior to installation. This document will provide an Outline of the Installation Plans and Processes.

  - Installation will take (2) days on-site. Installation includes; Hardware, Operating System; network connection, configuration and administrator training at the Customer site. Anything beyond the 2 days will require additional fees.

- **RELOCATION SERVICE**

  NEC relocation services is a fee-based service delivered by an NEC Engineer and or a NEC Certified Service Provider to help Customers protect their IT investments by reducing risks, including minimal downtime, that are known to be associated with relocation.

  - NECAM or the Certified Service Provider will work with the Customer to plan and coordinate the move.

  - NECAM's Engineer will with the Customer System's Administrator to shut-down the server, dismantle what is necessary and crate the server(s), and will once relocated, install the server into the new facility.

  - The original shipping carton should be retained for limiting risks associated with relocation. If a new container is needed from NEC, a fee can be assessed and additional lead time will be required for the special order item.

- NECAM will arrange at the Customers cost, transportation from the old location and to the new one. Customer may choose its own shipping vendor over NECAM's, but NECAM must be able to work with the shipper to ensure proper requirements are met.

- If Customer relocates the NEC server without the use of NECCare Professional Services, NEC may require your server to be recertified at an additional fee to revalidate and maintain the warranty of your server. Any damage occurring during a non-NEC assisted move will void the warranty of the server. Please refer to the section in this document entitled: What is Covered and What is Not Covered for further information.

Registered Limited Warranty

NEC Corporation of America warrants this Product to be free from defects in material and workmanship, and agrees to repair or replace any part of the enclosed unit that proves defective under these terms and conditions.

If service requires the replacement of any parts, components, or modules, the replacement items become the property of Customer and the replaced items become the property of NECAM. The warranty period for the Machine is from its original Date of Installation; the date on the invoice is considered the Date of Installation unless NEC notifies you otherwise.

NECAM may use new, used, serviceable, or reconditioned parts, components, or modules that are in good working order as replacements. Replacement items shall be of like kind and quality of those replaced.

If you do not register your Server with NECAM, you will be required to present proof of purchase as evidence of your entitlement for warranty service.

Who is Protected?

This warranty may be enforced only by the original purchaser of the Product and is not transferable.

What is Covered and what is Not Covered?

Except as specified below, this warranty covers all defects in material or workmanship in this Product. The following are not covered by this warranty:

1. Any Product that is not distributed in the U.S.A. or Canada by NEC Corporation of America.

2. Any Product on which the serial number has been defaced, modified, or removed.

3. Any Product that has been removed from the U.S.A. or Canada.

4. Damage, deterioration, or malfunction resulting from:

    - Accident, misuse, abuse, neglect, fire, water, lightning or other acts of nature, improper storage, unauthorized Product modification, or failure to follow instructions supplied with the Product.

    - Alteration, repair or attempted repair by anyone not authorized by NEC Corporation of America.

    - Any re-shipment or physical movement of the Product (claims must be presented to the carrier).

    - Relocation, removal or re-installation of the Product.

    - Any other cause that does not relate to a Product defect.

5. Cartons, carrying cases, external cabinets, magnetic or digital tapes, or any accessories used in connection with the Product.

6. This warranty covers only NEC Corporation of America - supplied components. Service required as a result of third party components is not covered under this warranty, including third-party software even if it is distributed by NECAM.

What NEC Corporation of America Will Pay for and what NEC Corporation of America Will Not Pay for

NEC Corporation of America will pay labor and material expenses for covered items, but NEC Corporation of America will not pay for the following:

1. Removal or installation charges.

2. Payment of shipping and related charges incurred in returning the Product for warranty repair.

3. Costs of initial technical adjustments (set-up), including adjustment of user controls.

How You Can Get Warranty Service

EXPRESS5800/A1080A Enterprise Server NECCare Customers in the continental U.S. and Canada have one phone number to use when calling for technical support or hardware repair on their Express5800/A1080A Enterprise Server. Calls for initiating a repair request should be made by calling: **1-866-269-1239.** Be prepared to provide the Serial Number to your server to NEC for quick response.

For easy reference, write down your Serial Number here:

SN:_____

Technical support or warranty service may also be obtained by contacting your local NEC Corporation of America authorized service provider.

When arranging for a hardware repair, you will speak with a trained technician. The technician will determine whether you have a hardware or software failure and then will provide you with the appropriate service options. If appropriate, you will be given instructions on how to return your CRU part in a NECAM supplied box. You may be given a reference number that you should retain for your records.

If NECAM authorizes on-site service for your repair, a qualified technician will arrive at your site the Next Day from the time of dispatch. If you are located outside of a service coverage area, travel charges will be applied.

All parts or systems returned to NECAM must be accompanied with an RMA (Return Material Authorization) number. To obtain an RMA number for product return, please contact the A1080A Enterprise Server Customer Support line at: 1-866-269-1239.

NEC Corporation of America may require that you provide the original bill of sale or receipt as proof of purchase in order to obtain warranty service. Please retain such proof of purchase with your records.

Limitation of Damages and Implied Warranties

NEC Corporation of America's sole liability for any defective product is limited to the repair or replacement of the product at our option. NEC Corporation of America shall not be liable for:

1. Damage to other property caused by any defects in this product, damages based upon inconvenience, loss of use of the product, loss of time or data, commercial loss; or

2. Any other damages of any kind.

NEC CORPORATION OF AMERICA MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THIS PRODUCT. ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, ARE LIMITED IN DURATION TO THE TERM OF THE EXPRESS WARRANTY STATED HEREIN. LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER ANY WARRANTIES IS EXCLUDED TO THE EXTENT PERMITTED BY LAW.

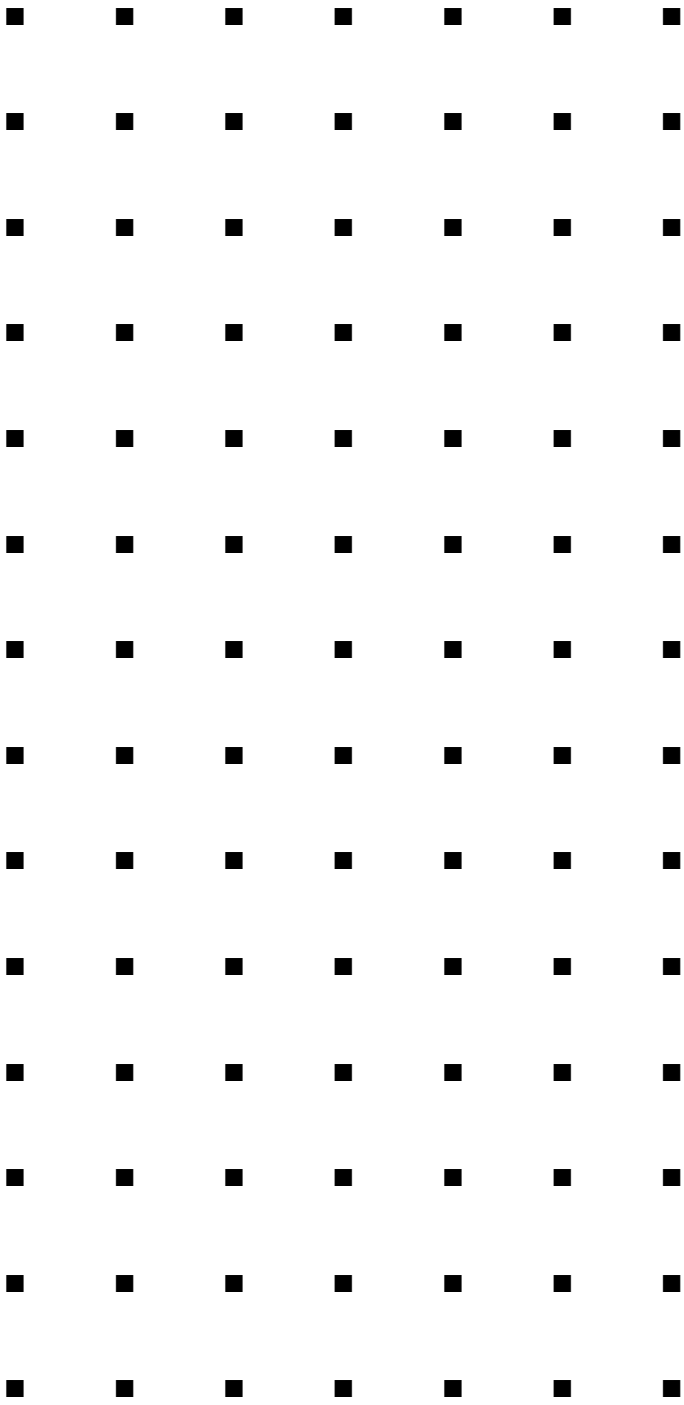
Note: Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state and province to province.

Note: All Products returned to NEC Corporation of America for service ***MUST*** have prior approval. This may be obtained by calling **1-866-269-1239**.

This Product is warranted in accordance with the terms of this limited warranty. Consumers are cautioned that Product performance is affected by system configuration, software, the application, Customer data, and operator control of the system, among other factors.

While NEC Corporation of America products is considered to be compatible with many systems, the specific functional implementation by the Customers of the product may vary. Therefore, the suitability of a product for a specific purpose or application must be determined by the Customer and is not warranted by NEC Corporation of America. For more information, telephone **1-866-269-1239**.



460-00014-000

460-00014-000